

ANALYSIS

This ordinance amends Title 5 – Personnel and Title 6 – Salaries of the Los Angeles County Code by:

- Amending Sections 5.27.020 and 5.28.020 to add a new definition that clarifies Non-elective Annual Leave accrual rules;
- Adding Sections 5.27.336 and 5.28.336 to provide Nonelective Annual Leave accrual policies and tables for Z-item sub employees under the MegaFlex cafeteria plan;
- Amending Sections 5.27.340 and 5.28.340 to provide the Elective Annual Leave policy for Z-item sub employees under the MegaFlex cafeteria plan
- Amending Sections 5.27.350 and 5.28.350 to provide clarification on department head authority on Nonelective Annual Leave usage;
- Amending Section 5.28.530 to correct leave order rules prior to Elective Annual Leave usage; and
- Amending Section 6.04.047 to include clarifying definitions for Leave Progression start date.

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By:



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RDB:ctj

Requested: 7/21/16
Revised: 9/9/16

ORDINANCE NO. _____

An ordinance amending Title 5 – Personnel and Title 6 – Salaries of the Los Angeles County Code relating to the accrual and usage of Nonelective Annual Leave and Elective Annual Leave, and classification of the Leave Progression start date.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 5.27.020 is hereby amended to read as follows:

5.27.020 Definitions.

The following terms when used herein with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

A. "Benefit" means cash and/or one or more Nontaxable Benefits or Taxable Benefits.

...

W. "Years of Service" means the number of years of County service that an employee has acquired for Nonelective Annual Leave accrual purposes. Years of service are determined by taking the difference between the employee's leave progression start date as defined in Section 6.04.047 and the current date, and then rounding down to the nearest full year.

SECTION 2. Section 5.27.336 is hereby added to read as follows:

5.27.336 Nonelective Annual Leave for Participants on a 32-Hour-Week Basis (Z-item Sub).

A. Effective with the pay period ending January 15, 2016, each Participant shall accrue Nonelective Annual Leave based on the Participant's active service at the rate of three (3) hours and twelve (12) minutes per pay period up to an annual maximum of 64 hours of paid Nonelective Annual Leave available for use each pay period. Any unpaid hours of active service in the pay period will cause a proportionate reduction in the Nonelective Annual Leave entitlement for that pay period.

B. Effective with the pay period ending January 15, 2016, each Participant who is employed on a 32-Hour-Week basis with 20 years of service or more shall accrue Nonelective Annual Leave based on the Participant's active service as follows:

Nonelective Annual Leave for 32-Hour-Week Participants (Effective with the Pay Period Ending January 15, 2016)		
Years of Service	Nonelective Annual Leave Hours Earned	Pay Period Rate
Less than 20 years	64	3:12
20 to less than 21 years	67	3:22
21 to less than 22 years	70	3:31
22 to less than 23 years	73	3:41
23 to less than 24 years	76	3:50
24 years or more	80	4:00

Any unpaid hours of active service in the pay period will cause a proportionate reduction in the Nonelective Annual Leave entitlement for that pay period. An employee shall be compensated while in-service for accumulated Nonelective Annual Leave which is in excess of 384 hours, or such higher amount as the CEO may authorize, at the Participant's workday rate of pay at the end of each calendar year up to a maximum of 64 hours.

SECTION 3. Section 5.27.340 is hereby amended to read as follows:

5.27.340 Elective Annual Leave.

A. Annual Election of Benefit. Each Eligible Employee and each Participant may elect a maximum of 20 days of paid Elective Annual Leave. However, effective January 1, 2017, 32-hour employees (Z-item sub) may elect a maximum of 16 days of paid Elective Annual Leave. Such time, if elected, must be elected in whole-day increments. Any Eligible Employee or Participant who fails to submit the election form on or before the due date shall be deemed to have refused Elective Annual Leave for the forthcoming Plan Year.

B. Forfeiture of Unused Time. Unused Elective Annual Leave may not be accrued or carried over from one Plan Year to the next. Any such time which remains unused at the end of the current Plan Year will be paid off in accordance with rules contained in the election information.

SECTION 4. Section 5.27.350 is hereby amended to read as follows:

5.27.350 Special provisions.

A. Department Authorization. No Participant shall be allowed to use Nonelective Annual Leave or Elective Annual Leave without the approval of his Department Head. Department Heads may require employees to use Nonelective Annual Leave hours in excess of the number of hours which may be carried over annually.

B. Timing and Order of Usage. Subject to the provisions of subsection A above, Nonelective Annual Leave may be taken at any time, and Elective Annual Leave may be taken at any time in the current Plan Year; provided, however, that a Participant must use all accessible Nonelective Annual Leave ~~days~~hours issued to the Participant ~~on January 1 each pay period~~ and all previously banked and available Nonelective Annual Leave, compensatory time off, vacation, holiday time, and if sick, sick leave (pursuant to Sections 6.09.030, 6.09.040, and 6.09.050 for salaried employees), before the Participant can use any of the Elective Annual Leave days the Participant purchased for the year. Nonelective Annual Leave and Elective Annual Leave may be used for any purpose approved by the Department Head.

C. Service During Part of a Plan Year. The earning and disposition of Nonelective Annual Leave and Elective Annual Leave for Participants who enter or exit the Plan during the course of a Plan Year, or who otherwise incur a break in continuous service, shall be determined in accordance with the Election Information.

D. In no event shall a Participant earn Nonelective Annual Leave and vacation benefits provided for elsewhere in the County Code for the same period of service.

SECTION 5. Section 5.28.020 is hereby amended to read as follows:

5.28.020 Definitions.

The following terms when used herein with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

A. "Benefit" means cash or one or more Nontaxable Benefits.

...

W. "Years of Service" means the number of years of County service that an employee has acquired for Nonelective Annual Leave accrual purposes. Years of Service are determined by taking the difference between the employee's Leave Progression start date as defined in Section 6.04.047 and the current date, and then rounding down to the nearest full year.

SECTION 6. Section 5.28.336 is hereby added to read as follows:

5.28.336 Nonelective Annual Leave for Participants on a 32-Hour-Week Basis (Z-item Sub).

A. Effective with the pay period ending January 15, 2016, each Participant shall accrue Nonelective Annual Leave based on the Participant's active service at the rate of three (3) hours and twelve (12) minutes per pay period up to an annual maximum of 64 hours of paid Nonelective Annual Leave available for use each pay

period. Any unpaid hours of active service in the pay period will cause a proportionate reduction in the Nonelective Annual Leave entitlement for that pay period.

B. Effective with the pay period ending January 15, 2016, each Participant who is employed on a 32-hour-week basis with 20 Years of Service or more shall accrue Nonelective Annual Leave based on the Participant's active service as follows:

Nonelective Annual Leave for 32-Hour-Week Participants (Effective with the Pay Period Ending January 15, 2016)		
Years of Service	Nonelective Annual Leave Hours Earned	Pay Period Rate
Less than 20 years	64	3:12
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23 to less than 24 years	76	3:50
24 years or more	80	4:00

Any unpaid hours of active service in the pay period will cause a proportionate reduction in the Nonelective Annual Leave entitlement for that pay period. An employee shall be compensated while in-service for accumulated Nonelective Annual Leave which is in excess of 384 hours, or such higher amount as the CEO may authorize, at the Participant's workday rate of pay at the end of each calendar year up to a maximum of 64 hours

SECTION 7. Section 5.28.340 is hereby amended to read as follows:

5.28.340 Elective Annual Leave.

A. Annual Election of Benefit. Each Eligible Employee and each Participant may elect a maximum of 20 days of paid Elective Annual Leave. However, effective January 1, 2017, 32-hour employees (Z-Item sub) may elect a maximum of 16 days of paid Elective Annual Leave. Such time, if elected, must be elected in whole-day increments. Any Eligible Employee or Participant who fails to submit the election form on or before the due date shall be deemed to have refused Elective Annual Leave for the forthcoming Plan Year.

B. Forfeiture of Unused Time. Unused Elective Annual Leave may not be accrued or carried over from one Plan Year to the next. Any such time which remains unused at the end of the current Plan Year will be paid off in accordance with rules contained in the election information.

SECTION 8. Section 5.28.350 is hereby amended to read as follows:

5.28.350 Special pProvisions.

A. Department Authorization. No Participant shall be allowed to use Nonelective Annual Leave or Elective Annual Leave without the approval of his Department Head. Department Heads may require employees to use Nonelective Annual Leave hours in excess of the number of hours which may be carried over annually.

B. Timing and Order of Usage. Subject to the provisions of subsection A above, Nonelective Annual Leave may be taken at any time, and Elective Annual Leave

may be taken at any time in the current Plan Year; provided, however, that a Participant must use all Nonelective Annual Leave days issued to the Participant ~~on January 1~~each pay period and all previously banked and available Nonelective Annual Leave, compensatory time off, vacation, holiday time, and if sick, sick leave (pursuant to Sections 6.09.030, 6.09.040, 6.09.050, and 6.09.060 for salaried employees), before the Participant can use any of the Elective Annual Leave days the Participant purchased for the year. Nonelective Annual Leave and Elective Annual Leave may be used for any purpose approved by the Department Head.

C. Service During Part of a Plan Year. The earning and disposition of Nonelective Annual Leave and Elective Annual Leave for Participants who enter or exit the Plan during the course of a Plan Year, or who otherwise incur a break in continuous service, shall be determined in accordance with the Election Information.

D. In no event shall a Participant earn Nonelective Annual Leave and vacation benefits provided for elsewhere in the County Code for the same period of service.

SECTION 9. Section 5.28.530 is hereby amended to read as follows:

5.28.530 Limitations on Prior Benefits.

Notwithstanding any other provision of the Los Angeles County Code, a Participant's entitlement to the benefits set forth in this Subdivision 2 shall be subject to the following limitations:

A. Vacation Benefits.

1. No Participant shall earn or accrue vacation benefits after January 1, 1995, or the date the Participant commences participation in the Plan, whichever occurs later (hereinafter referred to as the "Vacation Ending Date"). On the Vacation Ending Date, each Participant who is otherwise eligible for vacation benefits, as set forth in Chapter 6.18, shall receive a final crediting of vacation time. Such final crediting shall be calculated as follows:

a. In any case where the Participant's Vacation Ending Date coincides with his vacation anniversary date, he shall receive a final crediting of vacation time equal to the number of working days of vacation to which he would normally be entitled on said date pursuant to the provisions of Chapter 6.18.b. In any case where the Participant's Vacation Ending Date does not coincide with his vacation anniversary date, he shall receive a final crediting of vacation time equal to the number of working days of vacation to which he would otherwise be entitled if he were terminating County service on his Vacation Ending Date and receiving leaving vacation benefits pursuant to the provisions of Chapter 6.18; provided, however, that no Participant shall receive any such final crediting of vacation time unless he has worked for the County for at least one year in a capacity that would otherwise entitle him to vacation benefits.

2. All vacation time earned and credited to the books up through and including the Vacation Ending Date shall remain available for use or payoff at termination of County service pursuant to the rules set forth in Chapter 6.18; provided, however, that ~~(a)~~ there shall be no limitations on the accrual and carryover of such time;

~~and (b) such time shall not be used until a Participant has exhausted all of his
Nonelective Annual Leave and Elective Annual Leave.~~

SECTION 10.Section 6.04.047 is hereby amended to read as follows:

6.04.047 Leave Progression.

A. Effective with the pay period ending April 15, 2012, "Leave Progression" means the length of County service credited for the purposes of leave benefit accrual.

1. Leave Progression is calculated using the difference between the current date and the Leave Progression start date as defined below in subsection B.

2. The following shall not be considered an interruption of Leave Progression:

- a. Paid leave;
- b. Approved leaves of absence;
- c. Absences not exceeding;
 - i. Three consecutive working days
 - ii. Two on-duty shifts
- d. Re-entering County service within three working days after termination;
- e. Reemployment pursuant to the Charter and/or statutes following a resignation to serve in the armed forces.

B. Effective with the pay period ending April 15, 2012, "Leave Progression start date" is the same date as the original job appointment date and ~~may~~will change if any one of the following occurs:

1. Reemployment from a layoff list; or
2. Job change from Daily or Hourly to a Monthly position; where the service requirement pursuant to Section 6.04.040.A.2. was not met for any portion of time while holding a Daily or Hourly position; or
3. A bona fide break in service (re-entering County service beyond three working days after termination); or
4. Board-approved actions.

SECTION 11. Pursuant to Government Code ~~S~~section 25123, this ordinance shall become effective 30 days from the date of final passage.

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